



2. Article VII of the Agreement specifically states that all disputes between the parties “shall ... be submitted to binding arbitration in accordance with the Commercial Dispute Procedures of the American Arbitration Association.” See Agreement, at Article VII.

3. Article VII of the Agreement also states that “[a]ny arbitration proceeding under this Agreement shall be conducted in Davidson County, Tennessee.” Id.

4. On June 22, 2007, The Med disregarded the arbitration provision in the Agreement and filed a Complaint against United in the Circuit Court of Tennessee for the Thirteenth Judicial District of Memphis. United timely removed The Med’s action for reimbursement to the United States District Court for the Western District of Tennessee under 28 U.S.C. § 1441.

5. Since district courts in the Sixth Circuit cannot compel arbitration outside of their own jurisdiction, United asked the District Court for the Western District of Tennessee to transfer the action to this Court under 28 U.S.C. § 1404, which it did. United now asks this Court to compel arbitration in accordance with the parties’ Agreement.

6. Compelling arbitration in this case is proper under the Federal Arbitration Act because the Agreement affects interstate commerce and because the Agreement specifically calls for the parties to resolve all disputes in arbitration.

Respectfully submitted on this, the 11<sup>th</sup> day of April, 2008.

/s/Christopher F. Heinss  
Christopher F. Heinss  
TN B.P.R. No. 23285  
Balch & Bingham LLP  
1901 6<sup>th</sup> Avenue North  
Birmingham, AL 35203  
cheinss@balch.com  
(205) 251-8100

/s/William H. Tate

William H. Tate

TN B.P.R. No. 006797

Howard, Tate, Sowell, Wilson & Boyte, PLLC

150 Second Avenue North, Suite 201

Nashville, TN 37201

whtate@howardtatelaw.com

(615) 256-1125

Attorneys For Defendant,

United HealthCare Insurance Company

**CERTIFICATE OF SERVICE**

I hereby certify that on April 11<sup>th</sup>, 2008, a copy of the foregoing was served on the following by U.S. Mail, with proper postage affixed thereto:

Curtis H. Goetsch, Esq.  
McCullough & McCullough, PLLC  
B.P.R. No. 025405  
9050 Corporate Gardens Drive  
Germantown, Tennessee 38138  
(901) 755-8881  
mail@mcculloughfirm.com

Jimmy Moore  
Circuit Court, 30<sup>th</sup> Judicial District  
Shelby County Courthouse  
140 Adams Avenue  
Room 224  
Memphis, Tennessee 38103  
(901) 576-4006  
PRO SE

/s/William H. Tate

William H. Tate

Attorney for United Healthcare